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RSP Master Agreement Service Level Agreement

1 Definitions

In this Service Level Agreement:

Business Hours and **Business Days** have the meaning set out in the *RSPMA*.

Complete Notice means a notification provided by Opticomm to RSP that the order status of an order has been changed to complete.

CSG Damages means the specific amount of damages under the CSG Standard which RSP is liable to pay for breaching the CSG Standard in relation to an Ordered Service.

CSG Standard has the meaning set out in the *RSPMA*.

Customer has the meaning given in the *RSPMA*.

EBS Connection means the connection and activation of the UNI or the AVC (as relevant in the circumstance) for an Ordered Service (which is an Ethernet Bitstream Service) in respect of a premises which is not a Priority Assistance Connection.

Emergency has the meaning set out in the *RSPMA*.

End-user has the meaning given in the *RSPMA*, and for the purposes of this Service Level Agreement, includes any appointed representative of the End-user.

Ethernet Bitstream Service has the meaning set out in the *Product Specification Guide*.

Force Majeure Event has the meaning set out in the *RSPMA*.

Mass Service Failure means an event where 90% of the Ordered Services across the Opticomm FTTP Network are simultaneously subject to a Network Fault for at least 24 hours.

Metro Ethernet Access Service has the meaning set out in the *Ethernet Product Specification Guide*.

Major Rural Area means an urban centre or recognised locality with a population of between 2,501 and 9,999.

Minor Rural Area means an urban centre or recognised locality with a population of between 250 and 2,500 people.

Network Fault means a Service Fault affecting the Ordered Services of multiple End-users.

NSNW trouble ticket means a trouble ticket submitted under the 'New Service Never Worked' category.

Opticomm Equipment has the meaning set out in the *RSPMA*.

Opticomm FTTP Network means those areas of the Opticomm Network which are connected by fibre-to-the-premises of the End-user.

Opticomm Network has the meaning set out in the *RSPMA*.

Ordered Service means a Service which:

- (i) has had a valid order submitted by the RSP and accepted by Opticomm; and
- (ii) will operate over the Opticomm FTTP Network.

Remote means any area which is not an Urban Area, Minor Rural Area or Major Rural area.

RSP means the Customer who has executed the appropriate version of the *RSPMA* which this Service Level Agreement applies to.

RSPMA means the RSP Master Agreement, first published by Opticomm in May 2022, and any updates to it.

Service Connections means:

- (i) in respect of sections 2 – 6, an EBS Connection; and
- (iii) in respect of sections 7 – 8, a Priority Assistance Connection.

Service Fault means a failure of an Ordered Service to perform substantially in accordance with the relevant Service Schedule where the failure is contributed to by:

- (i) a fault in or failure of any Opticomm Equipment or the Opticomm FTTP Network; or
- (ii) any other matter or thing for which Opticomm is responsible,

except where the failure is due to an outage (including without limitation where due to any (A) upgrade, repair, enhancement, augmentation, reconfiguration or maintenance on the Opticomm Network, Emergency or Force Majeure Event; (B) any repair, maintenance or rationalisation of the Opticomm Network or systems, any other network, systems, equipment and facilities used by Opticomm in connection with the supply of the Services (inclusive of any points of interconnect) or any facilities which the Opticomm Network is attached to, located on or installed within) other than a failure contributed to by an outage relating to any unplanned maintenance performed in response to an existing Service Fault which has already been reported by an End-user to RSP and RSP has raised a trouble ticket in respect of that existing Service Fault.

Single Service Fault means a Service Fault affecting the Ordered Service of only one End-user.

SLA Table means the table in clause 2 of this Service Level Agreement.

PA Table means the table in clause 7 of this Service Level Agreement.

Priority Assistance Connection means the connection and activation of the UNI or the AVC (as relevant in the circumstance) for an Ordered Service (which is a Priority Assistance Service) in respect of a premises applicable to that Ordered Service.

Priority Assistance Service has the meaning given in the *Operations Manual*.

Urban Area means an urban area with 10,000 people or more.

Velocity Estates means the South Brisbane estates and Velocity estates being upgraded and transitioned into the Opticomm FTTP Network.

SECTION A: SERVICE LEVELS

2 Service Levels

- (a) This Service Level Agreement will apply to Ordered Services on the Opticomm FTTP Network as follows:
 - (i) in respect of the Velocity Estates and any Services, this Service Level Agreement will apply from the commencement of scale transition (which excludes any pilot transition) for the Velocity Estates and will apply to Ordered Services at a premise within the Velocity Estates once the transition process applicable to the relevant passive optical network (PON) which that premise exists within is deemed as fully complete and a further grace period of ten (10) Business Days has passed;
 - (ii) in respect of the remainder of the Opticomm FTTP Network and Ethernet Bitstream Services and Priority Assistance Services, this Service Level Agreement will apply from 1 July 2023; and
 - (iii) in respect of the remainder of the Opticomm FTTP Network and Metro Ethernet Access Services, this Service Level Agreement will apply from 1 October 2022.
- (b) In addition to clause 4.8(e) of the **RSPMA**, Opticomm may change this Service Level Agreement if that change is necessary to:
 - (i) correct any error or provide clarity in respect of a particular issue; or
 - (ii) comply with Opticomm's obligations clause 5 of the **RSPMA**.
- (c) The Ordered Services and their respective service level categories and performance levels are set out in the summary SLA Table below:

Item	Service Category	Area of Performance	Level of Performance	Rebate	
ETHERNET BITSTREAM SERVICES					
1.	EBS Connections	Service Levels			Non-priority assistance connection - \$7.50 per Business Day (max 30 Business Days)
		Connection and activation (standard)	Property Classification	Standard Connection	
			Urban Area – where truck roll is required <i>(Service Class 2)</i>	4 Business Days <ul style="list-style-type: none"> ▪ from date of Ordered Service; or ▪ where an appointment for Opticomm installation is selected outside of this period, then on that appointment date 	
			Minor Rural Area, Major Rural Area – where truck roll is required <i>(Service Class 2)</i>	9 Business Days <ul style="list-style-type: none"> ▪ from date of Ordered Service; or ▪ where an appointment for Opticomm installation is selected outside of this period, then on that appointment date 	
Urban Area, Minor Rural Area, Major Rural Area – where truck roll is not required <i>(Service Class 3, 5)</i>	1 Business Day <i>from date of Ordered Service</i>				

Item	Service Category	Area of Performance	Level of Performance	Rebate
		Failed connection (ongoing faults in Service post installation)	<p>Opticomm will provide RSP with a rebate for an ordered Ethernet Bitstream Service:</p> <p>(i) for which the RSP submitted a NSW trouble ticket, which is accepted by Opticomm, for a Service Fault within 20 Business Days of Opticomm completing the EBS Connection for that ordered Ethernet Bitstream Service;</p> <p>and</p> <p>(ii) that was continuously incapable of being used to receive or transmit data from the time the EBS Connection was completed until that accepted NSW trouble ticket* was completed by Opticomm.</p> <p><i>* to the extent the Service Fault is rectified but subsequent related issues occur within 20 Business Days of Opticomm completing that EBS Connection, and the RSP submits a further trouble ticket (including a NSW trouble ticket) which is accepted by Opticomm within that same 20 Business Days period, this rebate will also apply in respect of that further trouble ticket.</i></p>	Pro rata amount of bundled AVC during the failed connection period <i>(refer clause 6.1)</i>
		Service Transfer Order	1 Business Day	Nil
		Performance Objectives		
		Service Connections	90% or more	Nil
		Service Transfer Orders	95% or more	
2.	EBS Connections – Appointments	Service Levels		
		Attend End-user premises within the appointment window (4 hours)	Attend the End-user premises within appointment window or further 15 minutes	\$50 for each First Missed Appointment \$75 for each Subsequent Missed Appointment <i>(rebate discounted by 50% where clause 6.2(c) applies)</i>
		Performance Objectives		

Item	Service Category	Area of Performance	Level of Performance	Rebate	
		Appointments (excluding any initial appointments previously rescheduled) kept in accordance with the service levels	90% or more	Nil	
		First appointment rescheduled by Opticomm	5% or less		
		First appointment that was previously rescheduled by Opticomm kept in accordance with the service levels	95% or more		
3.	Activations	Service Levels			Nil
		CVC activation	5 Business Days		
		NNI activation	15 Business Days		
		Performance Objectives			Nil
		CVC activation	90% or more		
		NNI activation	90% or more		
4.	Completion Notices	Performance Objectives			Nil
		Completion notices delivered by Opticomm system within 30 minutes from the time of completion of activation of the Ethernet Bitstream Service	80% or more		
		Completion notices delivered within 1 hour from the time of completion of activation of the Ethernet Bitstream Service	95% or more		
		Completion notices delivered by 5:00pm on the next Business Day after the time of completion of activation of the Ethernet Bitstream Service	99% or more		

Item	Service Category	Area of Performance	Level of Performance	Rebate	
		Completion notices delivered within 30 minutes from the time of completion of the service transfer	80% or more		
		Completion notices delivered within 1 hour from the time of completion of the service transfer	95% or more		
		Completion notices delivered by 5:00pm on the next Business Day after the time of completion of the service transfer	99% or more		
5.	Single Service Fault Rectification	Service Levels			
		Urban location or other locations where truck roll is not required to restore service	End of next Business Day (5pm AEST)	\$15 per day for any Single Service Fault capped at a maximum of 60 Business Days	
		All locations (other than Remote) where truck roll is required to restore service	End of second Business Day (5pm AEST)		
		Remote locations where truck roll is required to restore service	End of third Business Day (5pm AEST)		
		Performance Objectives			
		Fault Priority – Critical	Network Fault Response - 0.5 hours Network Fault Rectification - 6 hours	Nil	
		Fault Priority – High	Network Fault Response - 1 hour Network Fault Rectification - 12 hours		
		Fault Priority – Medium	Network Fault Response - 2 hours Network Fault Rectification - 20 hours		
		Fault Priority – Low	Network Fault Response - 4 hours Network Fault Rectification - 28 hours		

Item	Service Category	Area of Performance	Level of Performance	Rebate	
		Single Service Faults rectified in accordance with the relevant service levels	90% or more		
		Network Faults responded to in accordance with the relevant service levels	90% or more		
		Network Faults rectified in accordance with the relevant service levels	90% or more		
6.	Single Service Fault Rectification – Appointments	Service Levels			
		Attend the End-user premises within the appointment window (4 hours)	Attend End-user premises within the appointment window or further 15 minutes	\$50 for each First Missed Appointment \$75 for each Subsequent Missed Appointment <i>(rebate discounted by 50% where clause 6.2(c) applies)</i>	
		Performance Objectives¹			
		Trouble ticket appointments (excluding any initial trouble ticket appointments that were previously rescheduled) kept in accordance with the service levels	90% or more	Nil	
		Initial trouble ticket appointments rescheduled by Opticomm	5% or less		
Initial trouble ticket appointments that were previously rescheduled by Opticomm kept in accordance with the service levels	95% or more				
7.	Modifications	Service Levels			

¹ this performance objective is measured based on the total number of initial End-user Fault rectification trouble ticket appointments kept or rescheduled (as the case may be) for all of Opticomm's retail service providers each month.

Item	Service Category	Area of Performance	Level of Performance	Rebate		
		Modification of an Ordered Service (no attendance at premises required)	1 Business Day	Nil		
		Modification of an Ordered Service (attendance at premises required)	9 Business Days			
		CVC modification	1 Business Day			
		Performance Objectives²				Nil
		Modification of an Ordered Service (no attendance at premises required)	90% or more			
		Modification of an Ordered Service (attendance at premises required)	90% or more			
				CVC modification	90% or more	
8.	Disconnections	Service Levels				
		Disconnection order received on a Business Day	Completed by end of the following Business Day	Nil		
		Performance Objectives³				
		Disconnection of UNI or AVC supplied to RSP for a particular End-user premises.	90% or more	Nil		
9.	Network Performance and Availability	Performance Objectives			Nil	
		Network Availability	99.90%			
		Backhaul capacity management	<u>350kbps per AVC TC-4</u>			

² this performance objective is measured based on the total number of the relevant category of modifications completed within the relevant service level for all of Opticomm's retail service providers each month.

³ this performance objective is measured based on the total number of all Ethernet Bitstream Service disconnections completed within the relevant service level for all of Opticomm's retail service providers each month.

Item	Service Category	Area of Performance	Level of Performance	Rebate	
			12/1 Mbps, 25/5 Mbps, 50/20 Mbps, 100/20Mbps 100/40 Mbps <u>2Mbps per AVC TC-4</u> 250/25Mbps, 250/100 Mbps, 500/200 Mbps, 1000/50Mbps, 1000/400 Mbps		
		B2B API availability	99.00%		
		New Portal availability	99.00%		
10.	Mass Service Failure	Performance Objectives			
		If 90% of the Ordered Services across the Opticomm FTTP Network are simultaneously subject to Network Faults for at least 24 hours	Cause of event	Service restoration targets	Refer clause 4.5
			Individual Failure	3 Business Days	
			Multiple Failure	20 Business Days	
Metro Ethernet Access Services⁴					
11.	General	Target availability	99.90%	Nil	
		Connection and activation of the UNI or the AVC (as relevant in the circumstance) for an Ordered Service	Where infrastructure is in place 2 business days from acceptance of applicable order with a mutually agreed committed installation date, otherwise subject to technical feasibility	10% of connection Fee per Business Day (max 10 Business Days)	
		Modification of an Ordered Service (no attendance at premises required)	Where in-place infrastructure and capacity exists, changes will be made by the end of next Business Day	10% of monthly Service Fee per Business Day (max 10 Business Days).	

⁴ Metro Ethernet Access Services have no compensation applicable in respect of Priority Assistance Services or the CSG Standard.

Item	Service Category	Area of Performance	Level of Performance	Rebate
		Fault restoration target	Within 8 Business Hours from time of submitted trouble ticket which is accepted by Opticomm	5% of monthly Service Fee if less than 2 Business Hours past restoration target. 10% of monthly service Fee if more than 2 Business Hours but less than 4 Business Hours past restoration target. 25% of monthly service Fee if more than 4 Business Hours past restoration target.
		Latency target	<5ms	Nil
		Packet Loss target	<0.01%	Nil

3 General Conditions

3.1 Exclusions to service levels (Items 1 – 9 of SLA Table)

- (a) All service levels, performance objectives or operational targets are subject to the terms of clause 14 (in addition to any other specific exclusions stated in this Service Level Agreement which is applicable to that service level, performance objective or operational target).
- (b) The service levels in this Service Level Agreement do not apply where:
 - (i) RSP has failed to comply with the applicable ordering, trouble ticket or appointment process set out in the **Operations Manual**; or
 - (ii) any fault was caused or contributed to by any breach of the **Acceptable Use Policy**.

3.2 Appointments (Items 2 & 6 of SLA Table)

The following conditions apply to the service levels and performance objectives set out in Item 2 (EBS Connections – Appointments) and Item 6 (Single Service Fault Rectification – Appointments) of the SLA Table:

- (a) Opticomm may change an appointment window:
 - (i) due to events beyond its control (including where caused or contributed to by the RSP or End-user) by giving RSP as much notice as is reasonably possible in the circumstance; or
 - (ii) for convenience by giving RSP more than 26 hours' notice or otherwise agreeing such change with the RSP or End-user prior to the commencement of the appointment window.

Where this occurs, the service levels will only apply to the new appointment window.

- (b) The service levels and performance objectives do not apply where the End-user was not at the premises for the appointment or was unable to provide access (including safe access) to the premises, or the RSP or End-user cancels or changes the appointment time. Where an RSP or End-user changes an appointment time, the relevant service level, performance objective or rebate accrual is suspended until the date of that changed appointment time.
- (c) The term “rescheduled” means an appointment that must be rescheduled due to Opticomm's failure or inability to attend a premises within the service levels, but excludes any changed appointment under clause 3.2(a)(ii) and any appointment changed, cancelled or missed by Opticomm due to events beyond its control (including where caused or contributed to by the RSP or End-user) under clause 3.2(a)(i).

3.3 Notification by RSP of an actual or potential fault

Where an RSP becomes aware of a fault that does or may exist, the RSP can notify Opticomm of such event by submitting the relevant 'Infrastructure Restoration' category trouble ticket to Opticomm.

4 Rebates

4.1 Payment of Rebates

Opticomm will pay rebates (if any) under this Service Level Agreement to RSP by applying them as credits to the RSP invoice in accordance with clause 9.5(a) of the **RSPMA**.

4.2 Passing on benefits of rebates to End-users

- (a) RSP must ensure that, for each rebate provided to RSP by Opticomm (if any), the relevant affected End-user receives a fair value benefit (in monetary or other form) of that rebate.
- (b) Opticomm reserves the right to appoint a third party to audit (on a confidential basis) the RSP's compliance with clause 4.2(a). RSP must provide reasonable assistance to such third party, provide all relevant requested materials for the audit.
- (c) RSP must, in accordance with clause 9.5 of the **RSPMA**, repay to Opticomm any paid rebate which the affected End-user did not receive the fair value benefit (in monetary or other form) it is determined that RSP has not complied with clause 4.2(a) in respect of that rebate.

4.3 Claiming Compensation

The payment of a rebate is conditional on:

- (a) the RSP notifying Opticomm of the non-compliance within 6 months of the relevant issue and the amount of rebate in accordance with clause 4.4 and whether a rebate is payable will be determined by Opticomm in its sole discretion, acting in good faith; and
- (b) the RSP complying with its obligations under clause 4.2(a).

4.4 Claims process

- (a) The Customer Representative of the RSP may claim a rebate by completing a Rebate Claim Form and submitting it to Opticomm by submitting a rebate claim trouble ticket (under the 'service request' category in the Opticomm trouble ticket system). A Rebate Claim Form submitted by the RSP must contain all the claimed rebates applicable to the specific calendar month. Opticomm will not accept multiple Rebate Claim Forms in respect of the same calendar month.
- (b) Opticomm will endeavour to promptly acknowledge receipt of any Rebate Claim Form submitted by the Customer Representative of the RSP, and will determine the rebate amount (if any) payable by Opticomm under this Service Level Agreement. Opticomm may reject a Rebate Claim Form where it does not agree the RSP is eligible for a rebate.

4.5 Mass Service Failure

The following conditions apply to the performance objectives set out in Item 10 (Mass Service Failure) of the SLA Table:

- (a) If Opticomm is liable, as a result of a Mass Service Failure, to pay damages to RSP in connection with a Service Connection or Single Service Fault in respect of which Opticomm has previously paid any rebate to RSP:
 - (i) the amount of the rebate that Opticomm paid to RSP in respect of that particular Ordered Service will cease to be a rebate; and
 - (ii) that amount will be deemed to have been paid in satisfaction of any liability in connection with that Ordered Service.
- (b) For the avoidance of doubt, Opticomm will have no further liability to RSP in respect of that Service Connection or Single Service Fault and Opticomm's total liability to the RSP in relation to the **RSPMA** is limited in accordance with clause 20.8 of the **RSPMA**.
- (c) For the purposes of this section, a Mass Service Failure will be considered resolved on the date Opticomm determines, acting reasonably, that either:
 - (i) 90% of the relevant Service Faults have been rectified; or

- (ii) a substantial portion of the relevant service faults have been rectified, taking into account any factors Opticomm considers to be relevant, which may include the following:
 - (A) the percentage of relevant ordered products that are ordinarily affected by a service fault at a given time (in the absence of a Mass Service Failure);
 - (B) any failure by RSP to provide reasonable assistance to Opticomm in resolving the Service Faults;
 - (C) the level of impact on RSP of the remaining Service Faults; and
 - (D) the fact that the resolution of some Mass Service Failures can require some Service Faults to be rectified after the resolution of the Mass Service Failure itself, as a separate set of activities and measures.
- (d) An event will not constitute a Mass Service Failure if:
 - (i) the event is caused or contributed to by:
 - (A) any cause that is not listed in Item 10 (Mass Service Failure) of the SLA Table;
 - (B) a cyber attack;
 - (C) a failure of any part of the Opticomm FTTP Network that is owned, operated or controlled by RSP or a third party; or
 - (D) an Emergency or Force Majeure Event; or
 - (ii) to remedy that event, Opticomm determines that it needs to obtain equipment that is not reasonably available for purchase by Opticomm in Australia.
- (e) Opticomm will notify RSP as soon as reasonably practicable after Opticomm becomes aware that a Mass Service Failure has occurred.
- (f) For the purposes of Item 10 (Mass Service Failure) of the SLA Table, **Individual Failure** means the failure of a single item of equipment, hardware or infrastructure or any software utilised by Opticomm to supply Ordered Services, and **Multiple Failure** means (i) multiple (or combination of) individual failures; (ii) destruction or impairment of any site or structure either: operated or owned by Opticomm, housing hardware or equipment either forming part of the Opticomm Network or used to support the supply of Services; or (iii) failure of a single item of equipment, hardware or infrastructure or any software utilised by Opticomm to supply Ordered Services which Opticomm is not able to gain safe and timely access to equipment, infrastructure or hardware to rectify the relevant Service Faults.

5 Rebate Conditions

5.1 EBS Connections - failed connection rebate (Item 1 of SLA Table)

- (a) A failed connection rebate will not be payable until the relevant Single Service Fault is rectified.
- (b) Failed connection rebates do not apply in connection with Single Service Faults which are closed on the basis that they are:
 - (i) faults or incidents which are not Single Service Faults (for example, a Service Fault affecting the Ordered Service of more than one End-user); or
 - (ii) Single Service Faults to which service levels do not apply in accordance with this Service Level Agreement.

5.2 Appointments – missed appointment rebates (Items 2 & 6 of SLA Table)

- (a) Opticomm will provide a missed connection appointment rebate (as specified in Item 2 (Connections Appointments) of the SLA Table) to RSP in respect of each appointment to attend a premises for Service Connections that are made by RSP and confirmed by Opticomm, which Opticomm does not attend in accordance with the applicable service level.
- (b) Opticomm will provide a missed trouble ticket appointment rebate (as specified in Item 6 (End-user Fault Rectification Appointments) of the SLA Table) to RSP in respect of each trouble ticket appointment that is made by RSP and confirmed by Opticomm, which Opticomm does not attend in accordance with the applicable service level.

5.3 Service Fault Rectification – Single Service Fault rebate (Item 5 of SLA Table)

- (a) Opticomm will provide a Single Service Fault rebate to RSP for each Single Service Fault affecting an Ordered Service which Opticomm rectifies but not in accordance with the applicable service level.
- (b) Single Service Fault rebates do not apply to Single Service Faults which are closed on the basis that they are:
 - (i) faults or incidents which are not Single Service Faults (for example, a Service Fault affecting the Ordered Service of more than one End-user); or
 - (ii) Single Service Faults to which service levels do not apply in accordance with this Service Level Agreement.
- (c) Opticomm will not be liable to provide a Single Service Fault rebate to RSP in respect of a Single Service Fault if RSP does not submit a Service Fault trouble ticket in respect of that Single Service Fault, or the failed connection rebate (under Item 1 of the SLA Table) applies to that Single Service Fault.

6 Rebate Calculation

6.1 EBS Connections – failed connection rebate (Item 1 of SLA Table)

- (a) Without limiting any other term in this Service Level Agreement, subject to clause 5.1, the amount of each failed connection rebate for an Ordered Service will be equal to the recurring Fees payable (after the application of any other discount, credit or rebate) for the bundled AVC components of that Ordered Service, during the failed connection period, calculated on a daily pro-rated basis.
- (b) The failed connection period will be determined as the period that:
 - (i) starts on the date which Opticomm has issued a Complete Notice for an Ordered Service; and
 - (ii) ends when the relevant Single Service Fault is rectified.

6.2 Appointments – missed appointment rebate (Items 2 and 6 of SLA Table)

- (a) Without limiting any other term in this Service Level Agreement, the missed appointment rebates which relate to Item 2 (Connection Appointments) or Item 6 (End-user Fault Rectification Appointments) of the SLA Table are subject to clauses 3.2, 5.2 and 9.2(a)(i).
- (b) The following definitions apply to Item 2 (Connection Appointments) and Item 6 (End-user Fault Rectification Appointments) of the SLA Table:

Missed Appointment means the connection appointment or trouble ticket appointment (as applicable in the circumstance) which Opticomm does not attend in accordance with the applicable service level;

First Missed Appointment means the Missed Appointment for which there has been no prior applicable Missed Appointment; and

Subsequent Missed Appointment means a Missed Appointment in respect of the same Service Connection or trouble ticket (as applicable in the circumstance) for which there has been one or more prior applicable Missed Connection Appointments.

For avoidance of doubt, any missed appointment rebate will be specific to appointments for the same Service Connection or same trouble ticket issue only.

- (c) The amount of any missed appointment rebate will be reduced by 50% if:
 - (i) Opticomm attends the relevant premises on the day of the relevant connection appointment or trouble ticket appointment; and
 - (ii) the End-user consents to Opticomm performing the Service Connections (in respect of a connection appointment) or performing fault rectification activities (in respect of a trouble ticket appointment) at a time other than the required time under the service level for the appointment.

7 Priority assistance service LEVELS

Priority service level categories and their respective performance levels are set out in the PA Table below:

Item	Service Category	Area of Performance	Level of Performance	Rebate
1	Priority Assistance Connections	Service Levels		
		Urban Area, Minor Rural Area, Major Rural Area	Priority assistance connection - 24 hours	Priority Assistance Connection - \$10 per Business Day (max 30 Business Days)
2	Priority Assist Service Fault Rectification	Service Levels		
		Restore service at any location (other than Remote location requiring truck roll or internal plant work)	24 hours from time Opticomm assigns an "Acknowledged" status* to the submitted trouble ticket in accordance with the Operations Manual * without any 'Pending' or 'Held' sub-status applicable under clause 12.4(c)	\$20 per Business Day for any Single Service Fault affecting a Priority Assist Service (max 60 Business Days)
		Remote location where truck roll or internal plant work is required to restore service	48 hours from time Opticomm assigns an "Acknowledged" status* to the submitted trouble ticket in accordance with the Operations Manual * without any 'Pending' or 'Held' sub-status applicable under clause 12.4(c)	
		Performance Objectives		
		Service Connections	100%	Nil
Single Service Faults rectified in accordance with the relevant service levels	100%			

8 Priority Assistance Service Conditions

8.1 Records

RSP must keep current and accurate records, documents and correspondence relevant to each Priority Assistance Connection that RSP orders, and provide Opticomm with access to such information on request.

SECTION B: CSG COMPENSATION AND MITIGATION OF DAMAGES

9 CSG COMPENSATION

9.1 Compensation

If Opticomm is liable to RSP for CSG compensation or under section 118A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) in connection with any Ordered Service, Opticomm may:

- (a) reduce the amount of any further applicable rebates under this Service Level Agreement that are or become payable to RSP in respect of that Ordered Service; and
- (b) by giving notice, require RSP to repay any previous applicable rebates under this Service Level Agreement paid to RSP in respect of that Ordered Service,

up to an amount equal to the total of Opticomm's liability to RSP for CSG compensation and under section 118A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) in connection with the Service Connections.

9.2 Crediting CSG Compensation to RSP

- (a) RSP may claim from Opticomm and Opticomm will credit to RSP, CSG compensation on:
 - (i) appointments associated with Item 2 (Connection Appointments) or Item 6 (End-user Fault Rectification Appointments) of the SLA Table; or
 - (ii) Single Service Faults,if each of the following conditions are satisfied:
 - (iii) RSP contravenes a performance standard that applies pursuant to the CSG Standard in respect of an Ordered Service and contravention relates to a particular End-user;
 - (iv) RSP is liable to pay CSG Damages to that End-user for that contravention;
 - (v) that contravention is wholly or partly caused or contributed to by an act or omission of Opticomm; and
 - (vi) RSP has discharged its liability for the CSG Damages via payment to the End-user.
- (b) Opticomm is not required to pay or credit CSG compensation to RSP unless RSP has:
 - (i) complied with clause 10; and
 - (ii) used reasonable endeavours to ensure that a claim relating to this clause 9.2 is made as soon as is reasonably practicable after RSP becomes aware of

the liability to pay those CSG Damages and, in any event, within 2 years after RSP paid those CSG Damages.

- (c) Without limiting clause 9.3(a), RSP must only submit one claim for CSG compensation in respect of all liability incurred by RSP in connection with all acts and omissions contributing to a single CSG contravention.

9.3 Calculating, claiming and crediting CSG Compensation

- (a) The amount of CSG compensation that Opticomm is liable to credit to RSP under this Service Level Agreement is limited to the amount equal to only that part of any CSG Damages caused or contributed to by Opticomm.
- (b) If RSP submits any claim for CSG compensation, RSP must notify Opticomm of the total amount of the Primary Damages that RSP has paid to each relevant End-user in respect of each contravention of a performance standard that applies pursuant to the CSG Standard.

9.4 CSG Review

- (a) Opticomm may appoint a third party to audit (on a confidential basis) any CSG compensation claims made by the RSP. RSP must provide reasonable assistance to such third party, provide all relevant requested materials for the audit, and ensure any party who the RSP sells Services to also complies with this clause 9.4.
- (b) RSP must, in accordance with clause 9.5 of the **RSPMA**, repay to Opticomm any CSG compensation paid or credited to RSP if:
 - (i) it is determined that RSP was not entitled to claim that CSG compensation from Opticomm (whether due to an audit or otherwise); or
 - (ii) clause 9.4(a) is not complied with by RSP or any party who the RSP sells Services to.

10 Mitigating damages

- (a) RSP must take all reasonable action to avoid or mitigate its liability to pay CSG Damages under the CSG Standard where Opticomm may be liable to pay CSG compensation under this Service Level Agreement or secondary damages under section 118A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth).
- (b) For the purpose of clause 10(a), reasonable actions that RSP may take include:
 - (i) making a reasonable offer to supply the relevant End-user with an alternative or interim service;
 - (ii) applying for and claiming any applicable exemptions available to the RSP under Part 3 of the CSG Standard;
 - (iii) requesting an End-user provide a waiver under Part 5 of the CSG Standard where that End-user is not prohibited from providing that waiver under section 120(7) of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth); and
 - (iv) if the RSP is subject to the Universal Service Obligation, relying on its standard marketing plan to avoid or mitigate its liability to pay CSG Damages under the CSG Standard.
- (c) Nothing in clauses 10(a) or 10(b) requires the RSP to:
 - (i) supply an End-user with an interim service if RSP acting reasonably determines the cost of supplying that interim service would be greater than

the amount of CSG Damages which the RSP would otherwise be liable for under the CSG Standard; or

- (ii) request an End-user provide a waiver under Part 5 of the CSG Standard in respect of a fault rectification performance standard under Part 2 Division 3 of the CSG Standard.

SECTION C: OPERATIONAL TARGETS

11 Operational Targets for Network Fault Updates

- (a) The operational targets for network fault updates set out in clause 11(b) are targets only, and non-binding.
- (b) Subject to clause 11(c), the operational targets for Network Fault Updates are:

Fault Priority ⁵	Operational Target
Critical	Within 1 hour
High	Within 2 hours
Medium	Within 4 hours
Low	Within 6 hours

- (c) The operational targets in clause 11(b) apply from the time of each material change to Opticomm's progress in rectifying a Network Fault. Opticomm is not required to provide a network fault update when there is no such material change.

SECTION D: NETWORK PERFORMANCE AND BACKHAUL CAPACITY MANAGEMENT

12 NETWORK PERFORMANCE, AVAILABILITY AND MEASUREMENT

12.1 Purpose

The network availability performance objective is intended to capture the reliability of the Opticomm FTTP Network by measuring the time during which supplied Ordered Services experience total loss of connectivity (but excluding any unavailability due to connectivity interruptions that do not reflect the resilience of the Opticomm FTTP Network (such as outages relating to maintenance or an Emergency) and failures that are beyond of Opticomm's control (such as a Force Majeure Event)).

12.2 Maintenance Outages

- (a) Subject to clause 7.1 of the **RSPMA**, Opticomm may conduct maintenance on the Opticomm FTTP Network at any time where in Opticomm's opinion it is necessary to carry out work on its facilities, network, or systems (including but not limited to installation of infrastructure, maintenance and upgrade) to ensure optimum operation of the Opticomm FTTP Network.
- (b) Opticomm will endeavour to:

⁵ Refer to Section 4.4 of the **Operations Manual** for fault categorisations.

- (i) schedule such maintenance, where it may adversely affect delivery of the Services, outside normal Business Hours; and
- (ii) provide notice to the RSP of scheduled maintenance within the following time periods:

Classification	Description	Notice Period
Non-Service Affecting	Work that is not intended to impact the Services but may have a small risk to RSP.	5 Business Days
Service Affecting	Work that will impact the Services.	10 Business Days
Urgent	Work that requires urgent attention, which if left unattended will have a critical impact on the Services.	48 hours

12.3 Conditions for network availability

- (a) The measurement of network availability includes only the time when the Opticomm FTTP Network is in active operation and excludes any time when modifications, activations or installations are occurring. Network availability will be calculated under clause 12.4(d).
- (b) When calculating network availability, any periods of lost connectivity in the relevant 12 month period (used to calculate the network availability) which are caused by the following events are excluded:
 - (i) any maintenance or interruptions permitted under the **RSPMA** or this Service Level Agreement;
 - (ii) any event or matter excluded under the **RSPMA** or this Service Level Agreement;
 - (iii) a matter, thing, event or circumstance that occurs outside of the Opticomm FTTP Network;
 - (iv) any power outage;
 - (v) breach of the **Acceptable Use Policy**; or
 - (vi) the interruption or failure of backhaul services which affect any Ordered Service.

12.4 Performance Measurement

- (a) All references to time in this Service Level Agreement are calculated by reference to Business Hours in Business Days.
- (b) Unless specified otherwise, the measurement of Opticomm's performance (relevant to the applicable event):
 - (i) commences after order acceptance, trouble ticket acknowledgment (in the case of PA Services) or trouble ticket acceptance for all non-PA Services (as applicable); and
 - (ii) ends at the time when Opticomm notifies RSP that Opticomm has responded, successfully completed the relevant work, made a network activity designation, or rejects or cancels the order or trouble ticket in accordance with this Service Level Agreement (as applicable) or the RSP cancels the order or trouble ticket.

- (c) Measurement of Opticomm's performance, and the accrual of any rebates, will be suspended for the period during which any of the following apply and this causes or contributes to the incident:
- (i) a 'Pending' status (or sub-status) is applied to any order or trouble ticket;
 - (ii) a 'Held' status (or sub-status) is applied to any order or trouble ticket due to any Force Majeure Event;
 - (iii) a 'Held' status (or sub-status) is applied to any order or trouble ticket for Opticomm to perform any network activity; or
 - (iv) a 'Resolved' status is applied to any trouble ticket.
- (d) Opticomm will measure and monitor its performance in relation to network availability, and produce reports based on that information within 20 Business Days after the end of each quarter. Opticomm will use reasonable efforts to ensure such reports are accurate and will notify RSP within 10 Business Days of becoming aware of any material inaccuracy. All information contained in such reports is the Confidential Information of Opticomm
- (e) Network availability will be calculated in accordance with the following formula:

$$\text{Network Availability} = \frac{\text{Measurement Period} - \text{Unavailable Time}}{\text{Measurement Period}} \times 100$$

Where:

Measurement Period = every minute in each calendar day, for the relevant 12 month period

Unavailable Time = aggregated minutes in which connectivity is lost in the Opticomm FTTP Network (on per Service basis) for the relevant 12 month period, excluding any minutes of connectivity loss which were caused by Exempt Events

Exempt Events = any exclusions specified in clause 3.1 of this Service Level Agreement.

13 BACKHAUL CAPACITY MANAGEMENT

13.1 Conditions for backhaul capacity management performance objective

- (a) The backhaul contention management performance objective (in Item 9 of the SLA Table) only applies in relation to the Opticomm FTTP Network and is primarily intended to apply to Opticomm transit backhaul networks, however it will also apply to any third party backhaul transit networks (however not to the extent that any act or omission of the third party backhaul transit provider impacts the backhaul contention management performance objective).
- (a) Subject to clause 13.1(a), where the backhaul contention management has been met or exceeded for three or more continuous periods of 30 minutes during any consecutive 21 day period (**Contention Threshold**), within 15 Business Days of that event Opticomm will take reasonable steps to return the Opticomm FTTP Network to a level at or below the Contention Threshold.

SECTION E: EXCLUSIONS

14 Exclusions to all services levels

- (a) The only outcome of a failure by Opticomm to achieve a service level, performance objective or operational target will be the consequence (if any) set out in in this Service Level Agreement and such a failure will not be considered a breach of the **RSPMA**.
- (b) Service levels, performance objectives and operational targets do not apply, and rebates do not accrue, for the period and to the extent that:
 - (i) this Service Level Agreement or the **RSPMA** provides that Opticomm does not have an obligation to perform in accordance with the service levels, performance objectives or operational targets;
 - (ii) this Service Level Agreement or the **RSPMA** provides that the relevant rebate does not accrue or the available rebate is identified in the SLA Table or PA Table as being 'nil';
 - (iii) Opticomm's ability to perform a relevant activity is adversely affected by any:
 - (A) Emergency, Intervening Event or Force Majeure Event;
 - (B) any non-Opticomm Equipment at a premises or in-premises or in-building wiring or cabling installed between the NTD at a premises and any internal wall plate within that premises;
 - (C) act or omission of RSP or any End-user which is unlawful or not in accordance with the **RSPMA**; or
 - (D) any event or circumstance to the extent caused or contributed to by the network, systems, equipment or facilities of the RSP or any End-users;
 - (iv) any inability of Opticomm to gain access (including in a safe manner) to a location necessary to perform works; or
 - (v) any act or omission of the RSP, End-user or Third Party (who is not acting under instruction from Opticomm) in connection with installing, moving, removing or altering any Opticomm Equipment other than in accordance with any associated terms of supply, installation or use or any applicable authorisation to alter.